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EXECUTORS AND ADMINISTRATORS — ADMINISTRATION — EFFECT OF APPOINTMENT OF DEBTOR AS EXECUTOR ON INCOMPLETE RELEASE OF DEBT. — The testator appointed the defendant, who owed him a sum of money, as his executor. In his account book the testator had made an entry which he intended as a release of the debt. *Held*, that the appointment of the debtor as executor perfects the release. *In re Pink*, [1912] 2 Ch. 528. See NOTES, p. 445.

INFANTS — CONTRACTS AND CONVEYANCES — LIABILITY ON EXECUTORY CONTRACT FOR NECESSARIES. — The defendant, a nineteen-year-old billiard expert, agreed to accompany the plaintiff, a noted champion, on an exhibition tour. The defendant promised to pay all the expenses and probably expected instruction in the game. The defendant repudiated the contract. *Held*, that the plaintiff may recover. *Roberts v. Gray*, 57 Sol. J. 143 (Eng., Ct. App., Dec., 1912).

In this country instruction of various sorts has been considered necessary to an infant. *Glover & Co. v. Adm'r of Ott*, 1 McCord (S. C.) 572. See *Wallin v. Highland Park Co.*, 127 Ia. 131, 132, 102 N. W. 839. But in other cases various sorts of instruction have been found unwarranted by the infant's circumstances. *Middlebury College v. Chandler*, 16 Vt. 683; *International Text Book Co. v. Connelly*, 206 N. Y. 188, 99 N. E. 722. English courts are more liberal than ours in respect to necessities. *Clyde Cycle Co. v. Hargreaves*, 78 L. T. R. 296; *Pyne v. Wood*, 145 Mass. 558, 14 N. E. 775. Consequently the principal case may be justified in holding instruction in billiards necessary. But an infant's liability for necessities is properly quasi-contractual. *Locke v. Smith*, 41 N. H. 346; *International Text Book Co. v. Alberton*, 30 Oh. Circ. Ct. 352. See 7 HARV. L. REV. 72-73. Consequently, if no value has been given, as in an executory contract, there is no basis for recovery. *Mauldin v. Southern Shorthand, etc. University*, 3 Ga. App. 800, 60 S. E. 358; *Gregory v. Lee*, 64 Conn. 407, 30 Atl. 53. But see *International Text Book Co. v. Connelly*, 206 N. Y. 188, 194, 102 N. E. 722, 725. Some courts, indeed, would allow an action on the contract, limiting however the amount of recovery to the reasonable value of the part performed. *Askey v. Williams*, 74 Tex. 294, 11 S. W. 1101. See *Cooper v. State*, 37 Ark. 421, 425. But such cases do not warrant recovery on a contract still unexecuted. *Peck v. Cain*, 27 Tex. Civ. App. 38, 63 S. W. 177. In England an infant is bound by an executory contract to serve another, if the contract would tend to benefit him. *Clements v. London & N. W. Ry. Co.*, [1894] 2 Q. B. 482. The principal case applies this doctrine to a contract for necessities. But it is not so essential for the protection of an infant that he be forced to keep his executory contracts for future necessities, as it is in the case of contracts of service. The American rule therefore seems preferable.

INJUNCTIONS — RESTRAINING PUBLIC OFFICERS AT SUIT OF TAXPAYER. — At the suit of a taxpayer, the Secretary of State was enjoined from submitting to popular vote a proposed constitutional amendment which lacked the required number of votes in the legislature. *Held*, that the injunction was proper. *Crawford v. Gilchrist*, 59 So. 963 (Fla.).

The jurisdiction of equity to protect a taxpayer against the misappropriation of public funds is generally conceded. *Crampton v. Zabriskie*, 101 U. S. 601; *City of Chicago v. Nichols*, 177 Ill. 97, 52 N. E. 359. The doctrine of the relief seems to be to prevent the breach of a public trust. See *Adams v. Brennan*, 177 Ill. 194, 198, 52 N. E. 314, 316; *City of New London v. Brainard*, 22 Conn. 552, 556. Public policy, on the other hand, and the theory of the distribution of governmental powers obviously require extreme caution in interfering with a public election or enjoining a state official. *Walton v. Develing*, 61 Ill. 201; *Mississippi v. Johnson*, 4 Wall. (U. S.) 475. On these